



February 12, 2010

**Annise D. Parker**  
Mayor

Calvin D. Wells  
City Purchasing Agent  
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**SUBJECT:** Letter of Clarification No. 2  
Chemical Storage Tanks for Public Works and Engineering  
Department

**REFERENCE:** Invitation to Bid No.: S23-N23502

**TO:** All Prospective Respondents

This Letter of Clarification is issued for the following reasons:

• **To revise the above referenced solicitation as follows:**

1. The bid due date is extended from 10:30 a.m., February 18, 2010 to **10:30 a.m., March 4, 2010.**
2. Remove pages 5, 6, 7, 8, 16 and 18 of 27 and **replace with pages 5, 6, 7, 8, 16 and 18 of 27 marked revised 2/12/2010.**
3. To respond to questions posed by prospective bidders.

This clarification will be considered part of the solicitation.

When issued, Letter(s) of Clarification shall automatically become a part of the bid documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidder shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this bid.

If you should have any questions, or if further clarification is needed regarding this Invitation for Bid, please contact me.

Sincerely,

Roy Breau  
Procurement Specialist  
City of Houston, Strategic Purchasing Division  
832-393-8728

**Attachments:** 1) Pages 5 of 27 thru 8 of 27, 16 of 27 and 18 of 27 marked revised 2/12/2010.  
2) Questions posed by prospective bidders and responses thereto.

*Partnering To Better Serve Houston*

Council Members: Brenda Stardig Jarvis Johnson Anne Clutterbuck Wanda Adams Mike Sullivan Al Hoang Oliver Pennington  
Edward Gonzalez James G. Rodriguez Stephen C. Costello Sue Lovell Melissa Noriega C.O. "Brad" Bradford  
Jolanda "Jo" Jones **Controller: Ronald C. Green**

**Revised 2/12/2010**

**PRIME CONTRACTOR/SUPPLIER REFERENCES**

In order to receive bid award consideration, the bidder must be able to demonstrate that it has provided, as a prime contractor/supplier, products that are similar to those offered on the electronic bid form to governmental agencies or other entities within the last five years. The references should be listed in the space provided below. Please attach additional pages as necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.** The City of Houston reserves the right to determine if such products are appropriately similar to those offered.

1. Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_
2. Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_
3. Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_
4. Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_
5. Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_

**SITE INSPECTION**

**Bidders are strongly encouraged to visit City of Houston Southeast Water Plant, 3100 Genoa Red Bluff, Houston, Texas 77034 to inspect the installation site. Your contact for this location is Allen Lytle at 713 315-0631. Please call between the hours of 7:00 am and 4:00 pm Monday through Friday to set up and appointment to view actual site conditions. The last day to view site conditions will be February 26, 2010.**

**Note: You must present a valid drivers license to enter the plant.**

**REVISED 2/12/2010**  
**SECTION B**  
**GENERAL SPECIFICATIONS**

**1.0 Bidding and Award:**

- 1.1 The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order at any time on or before the 120th day following the day the Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.
- 1.2 Prices quoted shall remain firm through delivery and shall not be subject to increases (or supplemented on Prime Contractor/Supplier's invoice(s) for payment).
- 1.3 The City reserves the option to adjust the quantities listed on the City's Official Bid Form upward or downward, subject to the availability of funds, and/or make award on a line item basis. Therefore, the City shall not be liable for any contractual agreements/obligations the Bidder enters into based on the City purchasing all the quantities specified herein.
- 1.4 The City reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order subject to agreement in writing by the Prime Contractor/Supplier to honor the same bid price.

**2.0 Applicable Specifications:**

- 2.1 "Notice to Bidders", the "Official Bid Forms", the "General Specifications", the "Technical Specifications", the "General Terms and Conditions" and other specifications that may be included herewith and the purchase orders which refer to these specifications.

**3.0 Technical Literature:**

- 3.1 To evaluate the bids, the user department and the City purchasing staff may require product literature/specification sheets. Technical literature may be provided with the bid submittal but is not required. However, the City reserves the right to request literature or clarifications, as needed, after bid submittal.
- 3.2 If required, the Bidder must submit a minimum of TWO SETS of the requested catalogue information, descriptive literature specifications and/or (if applicable) engineering drawings that completely identify the items bid. Bidder(s) shall furnish the requested literature within seven (7) calendar days after the receipt of the City's written request. FAILURE ON BIDDER'S PART TO FURNISH THE REQUESTED TECHNICAL DATA IN THE TIME LIMIT GIVEN MAY BE CAUSE FOR REJECTION OF THE BID.

**4.0 Warranty:**

- 4.1 A minimum twelve (12) month warranty on both materials and workmanship shall be provided. The warranty period shall commence the date the City officially accepts the completed item(s). When extended warranties are available as standard, they shall be included as a part of the bid for the benefit of the City. Any and all documents necessary to effect warranty shall be properly applied for and submitted by the Bidder.
- 4.2 Additional warranties required are listed in the Technical Specifications for each item.
- 4.3 With respect to any goods, materials, equipment, supplies and parts furnished by it, Prime Contractor/Supplier warrants:
  - That all items are new and free of defects in title, design, material and workmanship.
  - That each item meets or exceeds the manufacturer's specifications and requirements for the equipment structure, or other improvement in which the item is installed and conforms in all respects to the terms of the City Purchase Order and Specifications.
  - That each replacement item is new, in accordance with original equipment
  - Manufacturer's specifications are of a quality of at least as good as the quality of the item that it replaces (when the replaced item was new).
  - That no item or its use infringes any patent, copyright or proprietary right.
- 4.4 The Prime Contractor/Supplier's product shall be supported by an authorized service facility that can provide warranty repair, service and maintenance work within 24 hours from notification by the City.
- 4.5 Any warranty work shall be completed without cost to the City. Prime Contractor/Supplier shall be responsible for all shipping and/or freight expense from the City's designated location to the Prime Contractor/Supplier's facility for all warranty repair and/or maintenance and return to the City's designated location.

**5.0 Delivery/Inspection:**

- 5.1 The item(s) specified above, with delivery tickets and/or other required documents shall be delivered FOB Destination, to the location(s) shown on the purchase order(s) within the delivery time(s) as listed in the Technical Specifications after receipt of City of Houston Purchase Order.

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5.2 The Prime Contractor/Supplier shall notify the City Contact listed in the "Ship To" section of the purchase order not less than three (3) days prior to expected delivery/arrival to permit inspection scheduling. The City Contact shall advise Prime Contractor/Supplier as to the date, time and location of authorized delivery/location. An authorized representative of the Prime Contractor/Supplier shall supervise delivery to the City. The City will not assume any liability for equipment delivered to an unauthorized location.

7.1 Documentation at time of Delivery:

Prime Contractor/Supplier shall provide the following documentation per purchase order upon delivery:

- Copy of purchase order(s) and original invoice(s).
- Warranty policy (ies) and/or certifications as may be required in the Specifications.
- **Parts, service, operators and maintenance manual(s) as may be required in the Technical Specifications.**

**6.0 Shipping Terms:** Prices shall be prepaid F.O.B. Destination to the delivery locations, Houston, TX, as indicated on individual City of Houston purchase orders. Prime Contractor/Supplier shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Prime Contractor/Supplier. All claims for visible or concealed damage shall be filed by the Prime Contractor/Supplier. The City will notify the Prime Contractor/Supplier promptly of any damaged goods and shall assist the Prime Contractor/Supplier in arranging for inspection.

**7.0 Resolution Of Late Delivery For Equipment:**

7.1 Time is of the essence in this Contract and accordingly all time limits shall be strictly construed and rigidly enforced. The work shall be furnished and fully completed within the delivery time specified in the Bid Proposal and Purchase Order to be furnished to the Prime Contractor/Supplier by the City. In the event that the work or any portions thereof shall remain uncompleted after expiration of the specified time, the Prime Contractor/Supplier shall furnish to the City a like number of comparable equipment for the City's use until such time as the ordered equipment are delivered. The equipment shall be furnished to the City with insurance to cover the use of this equipment by City personnel and in pursuit of the City's business. Should Prime Contractor/Supplier not furnish such specified equipment during the late delivery period, the City retains the right to lease such equipment from a equipment leasing firm and Prime Contractor/Supplier agrees and authorizes the City to deduct all such costs associated with such leases from the amounts due and owing to Prime Contractor/Supplier under the Purchase Order. The City may avail itself of other remedies that may be available to it in law or equity as to any other event of default

7.2 Prime Contractor/Supplier will not be liable for delays in performing its obligations to the extent such delays are caused by unforeseeable conditions that are beyond the Prime Contractor/Supplier's reasonable control and directly interfere with performance, and are without Prime Contractor/Supplier's fault or negligence (force majeure). However, Prime Contractor/Supplier shall provide written notice to the City of the cause and extent of an excusable delay requesting a time extension equal to the estimated duration thereof. Upon cessation of the event causing the delay, Prime Contractor/Supplier shall provide written notice to the City of the actual delay incurred. Determination of force majeure shall rest solely with the City Purchasing Agent and the receiving department.

**8.0 Conflict in Terms:**

8.1 Should there be any conflict between the General Specifications and the Technical Specifications, the Technical Specifications shall prevail.

REVISED 2/12/2010  
SPECIFICATIONS

**PART II**  
**TECHNICAL SPECIFICATIONS**

**1.0 General:**

- 1.1 The contractor will provide fiberglass tanks to be used to store **Sodium Hypochlorite/Bleach** (3-6500-gallon capacity tanks), **Sodium Bisulfite** (3-6500-gallon capacity tanks) and **Hydrofluosilic Acid/Fluoride** (1-8500-gallon capacity tanks) for operations processes.

**2.0 Literature:**

- 2.1 The Contractor shall supply three (3) sets of fabrication drawings for each tank at the time of delivery.

**3.0 Delivery:**

- 3.1 Sight glasses and fittings for the **Sodium Hypochlorite/Bleach (3-6500-gallon capacity tanks)**, **Sodium Bisulfite (3-6500-gallon capacity tanks)** will be shipped separated from the tanks to avoid possible tank damage.
- 3.2 The Contractor shall notify Brian Blum at (713) 837-7401 between the hours of 8:00 AM – 5:00 PM 48-hours prior to delivery of tanks.
- 3.3 The item(s) specified herein Purchase Order with delivery tickets and/or other required documents shall be delivered FOB Destination, full freight allowed (FFA) to the location(s) shown on the individual purchase order(s) within sixty (60) calendar days after receipt of City of Houston Purchase Order.
- 3.4 The Contractor shall furnish all hoists, cranes, etc. for unloading of the unit(s) at City facilities and for loading at Contractor's facility. The Contractor is responsible for ensuring that all tanks are delivered to the City's locations free of defects and/or damage prior to departure. A City representative will be present at all tank delivery locations to conduct concurrent inspections.
- 3.5 Delivery Locations
- 3.5.1 Tanks for Items No. 1 and No. 2 will be delivered to:
- 3.5.1.1 Hess Building -9500 Lawndale – Houston, Texas (534H) and/or
- 3.5.1.2 Intercontinental Airport -2450 Rankin Rd. – Houston, Texas (373H)
- 3.5.2 Tank for Item No. 3 will be delivered and installed at:
- 3.5.2.1 Southeast Water Plant – Genoa/Red Bluff – Houston, Texas 77034

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PART II  
TECHNICAL SPECIFICATIONS (CONTINUED)

GROUP 2 ITEM NO. 2      INSTALLATION CHEMICAL TANKS FOR STORAGE OF FLUORIDE.

**1.0      Installation**

- 1.1      The contractor shall remove existing chemical tank and install the new storage tank as specified herein. The existing tank shall be disposed of off-site per all local, state and federal regulations.
- 1.2      The new storage tank shall be of construction specified and shall be equipped with 4 lifting lugs (AISI 316 SS lifting lugs spaced 90 degrees apart) at top portion of straight shell and one lifting lug at the base of the tank directly under the center top lug. The contractor shall provide tank pads with sufficient reinforcement to support the weight of a full tank and provide smooth and continuous full bottom support.
- 1.3      The tank shall not be grouted to pads. After installation, but before piping connections are made up, the outlets shall be flanged off and the tank filled up with water. The tank must be checked thoroughly for leaks and drained completely. After testing, the tank flanges shall be mated to existing PVC piping.

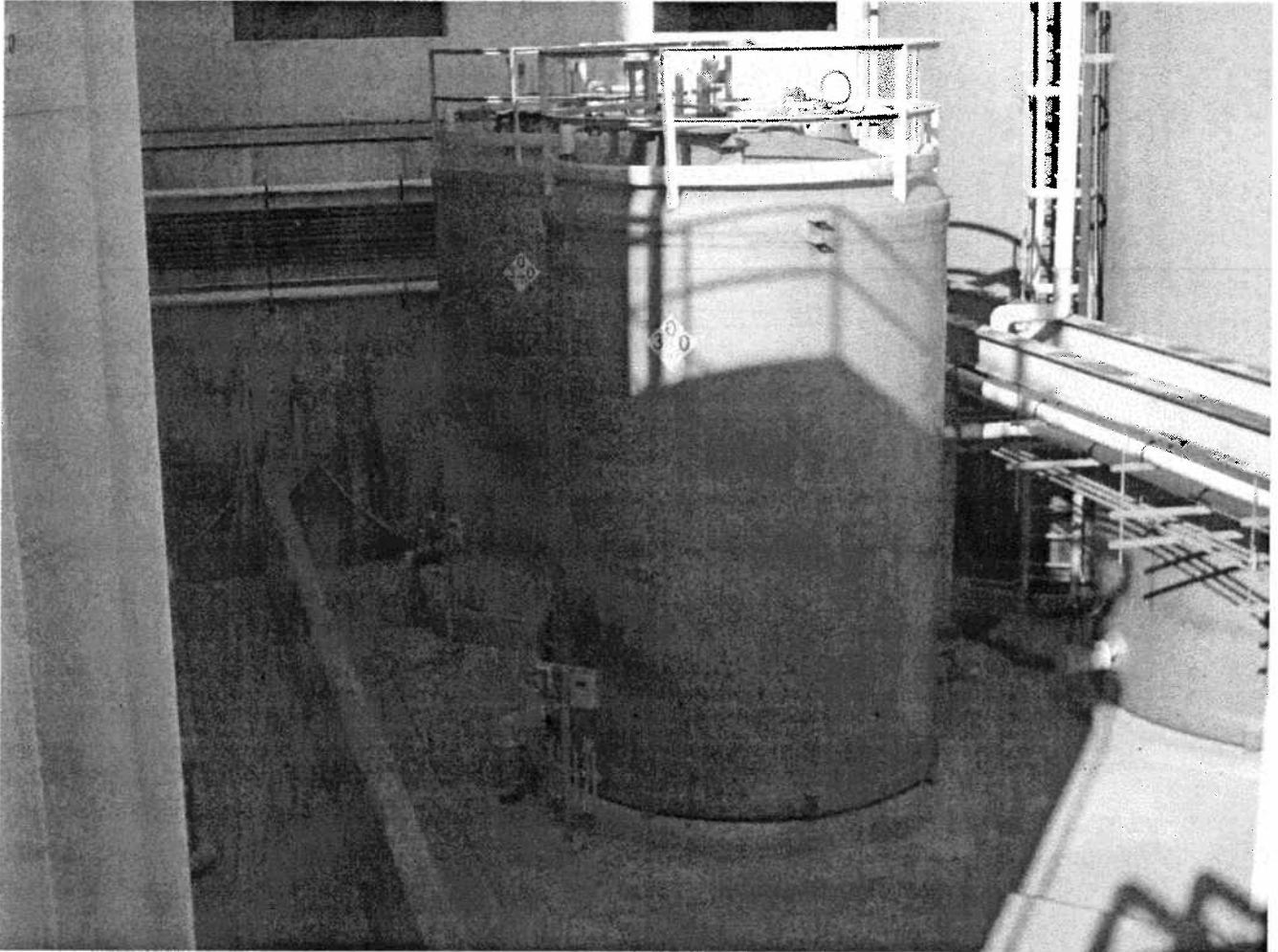
**2.0      Chemical Building Drawing and Picture of Fluoride Tank (See Section BB)**

- 2.1      See attached drawing for reference only; "New F12 Tank for location of existing tank. The elevation of the pad is around 17' with street approximately 32'.
- 2.2      The Distance from the curb to the center of the tank is approximately 90'.
- 2.3      The Drawing on the following pages can also be found on the e-bid website.

**<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx>**

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SECTION BB (CONTINUED)



## QUESTIONS AND ANSWERS

### QUESTION 1:

Page 10 of 27 Section 2.1 first sentence reads: The Tanks shall have two discharge outlets. Please provide the fitting sizes for the two discharge outlets.

**ANSWER: Fittings shall be 2" flange.**

### QUESTION 2:

Page 10 of 27 in Section 2.1 : Are there any inlet nozzles?

**ANSWER: There shall be a 2" fill line on top of tank.**

### QUESTION 3:

The Fluoride Tank will require installation please provide the contact name, telephone number, facility name and hours of operation so that potential bidders may visit the site.

**ANSWER: See Page 5 of 27 marked revised 2/12/2010 herein**

### QUESTION 4:

Am I correct that no sight glasses are required on the Fluoride Tank?

**ANSWER: No sight glasses are required for the fluoride tank.**

### QUESTION 5:

Is there a place on the specs for a site glass or fittings for a site glass?

**ANSWER: See page 8 of 27 marked revised 2/12/2010 herein. Additionally 2" fittings are required to install sight glasses on the Sodium Hypochlorite/Bleach (3-6500-gallon capacity tanks), Sodium Bisulfite (3-6500-gallon capacity tanks) for a total of six - sight glasses and six - two inch fittings.**

### QUESTION 6:

No manufacturer of the tank is specified, only the resin manufacturer. Typically, both are specified to define the level of quality the City expects.

**ANSWER: No specific names of the Tank and/or Resin manufacturers are recommended. The vendor can quote whatever is appropriate for the job.**

### QUESTION 6:

Tank design code is ASTM 3299 but you also need other codes to cover it properly, such as ASTM 4097 which covers filament winding. Or, use ASME RTP-1 to cover the entire tank.

**ANSWER Use ASME RTP-1 to cover the entire tank.**

### QUESTION 7:

The specification does not detail Ashland Chemical's latest recommendation for laminates for sodium hypochlorite service to increase service life. Without this information, manufacturers will quote lower cost cure systems at the expense of tank service life



**ANSWER** The vendors can use whatever “laminates” they wish to use, to increase the service life of sodium hypochlorite tanks. We do not recommend any particular type. The service life will be one of the major factors to be considered, in evaluating the bids.

**QUESTION 8**

What is defined as “installation” for Item 3. Offloading the tank at the jobsite is one thing, installation could mean anchoring the tank to a foundation, piping, etc. There isn’t a scope of work for that type of service.

**ANSWER** Please see page 16 of 27 marked revised 2/12/2010 herein which contains installation details and you are strongly encouraged to view the site conditions as noted on page 5 of 27 marked revised 2/12/2010.